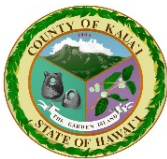


# County of Kauai

Workforce Innovation and Opportunity Act

## Memorandum of Understanding

for Partners of the  
American Job Center network



Kauai County Local Workforce Development Area

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- Appendix A: Training and Employment Guidance Letter No. 16-16 (US Dept. of Labor)
- Appendix B: Training and Employment Guidance Letter No. 17-16 (US Dept. of Labor)
- Appendix C: WIOA Bulletin No. 12-16 (Workforce Development Council, State of Hawaii)

## Legal Authority

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The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official, to develop and enter into a Memorandum of Understanding between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

# Memorandum of Understanding

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This Memorandum of Understanding (MOU) is executed between the Chief Elected Official, Mayor of Kauai County (Mayor), the Kauai County Workforce Development Board (KWDB), and the American Job Center network Partners (Partners). They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation, funding, and management of the American Job Center (AJC) in the County of Kauai. KWDB provides local oversight of workforce programming for the Local Workforce Development Area.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the Kauai County AJC network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain a high-standard AJC Network.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall community of Kauai County.

# Introduction

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Changing labor markets and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, and professional networking sites are evolving rapidly, perpetuating shifts in labor market dynamics. Employers must move faster and more efficiently to stay ahead of or keep up with competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

KWDB seeks to establish a system that stands in stark contrast to the traditional transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create an integrated location and a unified structure and process of proactive, transparent, and effective job seeker and business services.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in Kauai County will create a seamless, customer-focused AJC Network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

## **Vision**

The skills and talents of Kauai's workforce power a vigorous economic environment where business and workers are equipped to maintain a thriving economy for residents, and our future generations.

## **Mission**

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

## **American Job Center**

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The County of Kauai has an American Job Center, also known as one-stop center, which is designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act of 2014, the center offers an array of services designed to match talent with opportunities.

American Job Center Hawaii  
4444 Rice Street, #302  
Lihue, HI 96766  
808-274-3056



## Partners

Required Partners 1 of 4				
Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Adult Education	McKinley Community School for Adults – Hawaii Department of Education	WIOA P.L. 113-128, Title II Adult Education and Family Literacy Act (AEFLA) program	<b>Dr. Christina M. Kishimoto</b> State Superintendent	Department of Education Office of the Superintendent 1390 Miller Street Honolulu, HI 9613 808-586-3313 christina_kishimoto@notes.k12.hi.us
Division of Vocational Rehabilitation	Department of Human Services	WIOA P.L. 113-128, Title IV, Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	<b>Maureen L. Bates</b> Administrator	600 Kapiolani Blvd. Room 304 Honolulu, HI 96813 808-586-9741 mbates@dhs.hawaii.gov
Career and Technical Education	Kauai Community College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	<b>John F. Morton</b> Vice President for Community Colleges	2444 Dole Street Bachman Hall 207 Honolulu, HI 96822 808-956-7038 jmorton@hawaii.edu



## Required Partners

2 of 4

Community Services Block Grant (CSBG)	Kauai Economic Opportunity, Inc.	Employment and training activities, Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	<b>MaBel Fujiuchi</b> Chief Executive Officer	Kauai Economic Opportunity, Inc. 1690, 2804 Wehe Road Lihue, HI 96766 808-245-4077 keo@keoinc.org
Temporary Assistance for Needy Families	Department of Human Services	WIOA P.L. 113-128, Section 121 (b) (1), Social Security Act title IV, part A (TANF)	<b>Scott Nakasone</b> Acting Division Administrator	Benefit, Employment Support Services Division (BESSD) 1010 Richards Street Honolulu, HI 96813 808-586-7054 SNakasone2@dhs.hawaii.gov
Unemployment Insurance	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Section 121 (b) (1)	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
Senior Community Service Employment Program (SCSEP)	Department of Labor and Industrial Relations	Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
Trade Adjustment Assistance	Department of Labor and Industrial Relations	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov

## Required Partners

3 of 4

Wagner-Peyser Employment Service	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Title III Wagner-Peyser act Employment Services (ES), also providing the state's public labor exchange	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
WIOA Adult	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Title I Adult, Dislocated Worker, and Youth Programs	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
WIOA Dislocated Worker	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Title I Adult, Dislocated Worker, and Youth Programs	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
WIOA Youth	Hale Opio Inc	WIOA P.L. 113-128, Title I	<b>Vonn Ramos</b> Executive Director	Hale Opio Kauai, Inc 2959 Umi St. Lihue, HI 96766 808-977-8202 <a href="mailto:vramos@haleopio.org">vramos@haleopio.org</a>

## Required Partners

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Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Alu Like Employment and Training	Alu Like, Inc.	WIOA P.L. 113-128, Title I, section 166, Indian and Native American Programs	<b>Winona Whitman</b> Statewide Department Director, Employment and Training	2969 Mapunapuna Place Suite 200 Honolulu, HI 96819 808.535.6761 wiwhitm@alulike.org
Jobs for Veterans State Grant	Department of Labor and Industrial Relations	WIOA P.L. 113-128 (b) (1) and Title 38, U.S.C., section 4102A	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
National Farmworker Jobs Program/Migrant and Seasonal	Maui Economic Opportunity, Inc.	WIOA P.L. 113-128, Title I, section 167, Migrant and Seasonal Farmworker Prgm	Debra Cabebe CEO	<a href="mailto:debbie.cabebe@meoinc.org">debbie.cabebe@meoinc.org</a> 808.249.2990
Reentry Employment Opportunities (REO)	U.S. Department of Labor	WIOA P.L. 113-128 (b) (1) and Second Chance Act of 2007		To be determined

## Additional Partners

Physically Co-Located in the Kauai County American Job Center

1 of 2

<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization/Category</b>	<b>Signatory Official</b>	<b>Contact Information</b>
Life's Choice Kauai	Kauai County	WIOA P.L. 113-128, Section 121 (b) (2)	<b>Derek S.K. Kawakami</b> Mayor	Office of the Mayor 4444 Rice Street, Suite 235 Lihue, HI 96766 808-241-4900 mayor@kauai.gov
Agency on Elderly Affairs	Kauai County	WIOA P.L. 113-128, Section 121 (b) (2)	<b>Derek S.K. Kawakami</b> Mayor	Office of the Mayor 4444 Rice Street, Suite 235 Lihue, HI 96766 808-241-4900 mayor@kauai.gov
Employment Training Fund	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Section 121 (b) (2)	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
<p style="text-align: center;"><b>Additional Partners</b>  <b>Physically Co-Located in the Kauai County American Job Center</b>  <b>2 of 2</b></p>				
Voluntary Internship Program	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Section 121 (b) (2)	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813

				808-586-8850 Scott.T.Murakami@hawaii.gov
Reemployment Services and Eligibility and Assessment	Department of Labor and Industrial Relations	WIOA P.L. 113-128, Section 121 (b) (2)	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
WIOA Youth	Hale Opio	WIOA P.L. 113-128, Title I	<b>Vonn Ramos</b> Executive Director	Hale Opio Kauai, Inc 2959 Umi St. Lihue, HI 96766 808-977-8202 <a href="mailto:vramos@haleopio.org">vramos@haleopio.org</a>

<b>Required Partners</b> <b>Not Physically Co-Located in the Kauai County American Job Center</b>				
<b>Partner Program</b>	<b>Partner Organization</b>	<b>Authorization/Category</b>	<b>Signatory Official</b>	<b>Contact Information</b>
Job Corps	Hawaii Job Corps Center	WIOA P.L. 113-128, Title I Adult, Dislocated Worker, and Youth Programs	To be determined	To be determined
Jobs for Veterans State Grant	Department of Labor and Industrial Relations	WIOA P.L. 113-128 (b) (1) and Title 38, U.S.C., section 4102A	<b>Scott Murakami</b> Director	Department of Labor and Industrial Relations 830 Punchbowl Street, Room 321 Honolulu, HI 96813 808-586-8850 Scott.T.Murakami@hawaii.gov
National Farmworker Jobs Program/Migrant and Seasonal	Maui Economic Opportunity, Inc.	WIOA P.L. 113-128, Title I, section 167, Migrant and Seasonal Farmworker Prgm	Debra Cabebe CEO	<a href="mailto:debbie.cabebe@meoinc.org">debbie.cabebe@meoinc.org</a> 808.249.2990
Reentry Employment Opportunities (REO)	U.S. Department of Labor	WIOA P.L. 113-128 (b) (1) and Second Chance Act of 2007	To be determined	To be determined

These partners are linked virtually through online service access to a program staff member via American Job Center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals. An individual may also file a UI claim in person using one of the kiosks or computers available in the American Job Centers.

## Partner Services to be Provided Through the AJC

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the AJC network. Additional services may be provided on a case by case basis and with the approval of the KWDB and Mayor of the County of Kauai.

BUSINESS SERVICES		
1) Serve as a single point of contact for businesses, responding to all requests in a timely manner	7) Provide information and services related to Unemployment Insurance taxes and claims	13) Assist with disability and communication accommodations, including job coaches
2) Conduct outreach regarding Local workforce system's services and products	8) Conduct on-site Rapid Response activities regarding closures and downsizings	14) Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
3) Provide access to labor market information	9) Provide customized recruitment and job applicant screening, assessment and referral services	15) Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
4) Assist with the interpretation of labor market information	10) Conduct job fairs	16) Develop customized training opportunities to meet specific employer and/or industry cluster needs
5) Use of one-stop center facilities for recruiting and interviewing job applicants	11) Consult on human resources issues	17) Coordinate with employers to develop and implement layoff aversion strategies
6) Post job vacancies in the state labor exchange system and take and fill job orders	12) Provide information regarding disability awareness issues	18) Provide incumbent worker upgrade training through various modalities

<b>JOB SEEKER SERVICES</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Kauai workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability plan to identify employment goal, achievement objectives, and a combination of appropriate services to aid customer in obtaining employment goal	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
In and out-of-area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group Counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Kauai workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out-of-area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and	Post-employment follow-up services <i>(This is not an individualized career</i>	Other training services as determined by the workforce partner's governing rules



education programs not provided under WIOA	service but listed here for completeness.)	
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YOUTH SERVICES	
1) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	2) Alternative secondary school services, or dropout recovery services, as appropriate.
3) Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	4) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	6) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7) Supportive services.	8) Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
9) Follow-up services for not less than 12 months after the completion of participation, as appropriate.	10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11) Financial literacy education.	12) Entrepreneurial skills training.
13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	14) Activities that help youth prepare for and transition to postsecondary education and training.

## Roles and Responsibilities of Partners

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The Parties to this agreement will work closely together to ensure that the AJC is a high-performing one-stop center with staff who will ensure quality of service.

### ◆ All Parties

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all

Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and

- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

#### ◆ Mayor

The Mayor will, at a minimum:

- ❖ In Partnership with the KWDB and other applicable Partners, develop and submit a local area plan that includes a description of the activities that shall be undertaken by the KWDB and its Partners,
- ❖ Approve the KIWDB budget, if applicable and the AJC cost allocation plan,
- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the KWDB to oversee the operations of the Kauai County AJC network.

#### ◆ KWDB

The KWDB ensures the workforce-related needs of employers, workers, and job seekers in Kauai County are met, to the maximum extent possible with available resources. The KWDB will, at a minimum:

- ❖ In Partnership with the Mayor and other applicable Partners, develop and submit a local plan that includes a description of the activities that shall be undertaken by the KWDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the county plan and economy,
- ❖ In Partnership with the Mayor and other applicable Partners and stakeholders, develop the strategic vision, goals, objectives, and workforce-related policies,
- ❖ In cooperation with the Mayor, design and approve the AJC Network structure. This includes, but is not limited to:
  - An adequate and accessible one-stop center location and facility,
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - A comprehensive system of supporting services, and
  - A competitively procured one-stop operator.
- ❖ In collaboration with the Mayor, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator,
- ❖ Determine the role and day-to-day duties of the one-stop operator,
- ❖ Approve annual budget allocations for operation of the AJC Network,

- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the AJC Network to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the AJC and one-stop operator.

#### ◆ KWDB Staff

Specific responsibilities include, at a minimum:

- ❖ Assist the Mayor and the KWDB with the development and submission of a local plan,
- ❖ Support the KWDB with the implementation and execution of the local area's vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- ❖ Provide operational and grant-specific guidance to the one-stop operator,
- ❖ Investigate and resolve elevated customer complaints and grievance issues,
- ❖ Prepare regular reports and recommendations to the KWDB, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners.

#### ◆ Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

- ❖ Effective communication, information sharing, and collaboration with the one-stop operator,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ The design and use of common intake, assessment, referral, and case management processes,
- ❖ The use of common and/or linked data management systems and data sharing methods, as appropriate,
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

## ◆ One-Stop Operator

The one-stop operator will serve as functional leader. As such, he or she will have the discretion to organize Partner staff in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator will, at a minimum:

- ❖ Manage daily operations, including but not limited to:
- ❖ Managing and coordinating Partner responsibilities, as defined in this MOU,
- ❖ Managing hours of operation, including the once weekly extended hours of operation,
- ❖ Coordinating daily work schedules and work flow based upon operational needs, and
- ❖ Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- ❖ Assist the KWDB in establishing and maintaining the American Job Center network structure. This includes but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained,
  - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible,
  - Ensuring that KWDB policies are implemented and adhered to,
  - Adhering to the provisions outlined in the contract with the KWDB and the County of Kauai,
  - Reinforcing strategic objectives of the KWDB to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- ❖ Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.
- ❖ Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- ❖ Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
- ❖ Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- ❖ The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the AJC.
- ❖ Oversee and coordinate partner, program, and AJC network performance. This includes but is not limited to:

- Providing and/or contributing to reports of center activities, as requested by the KWDB,
  - Providing input to the formal leader (partner program official) on the work performance of staff under their purview,
  - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status,
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
  - Collaborating with the KWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
  - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations, and
  - Evaluating customer satisfaction data and propose service strategy changes to the KWDB based on findings.
- ❖ Manage fiscal responsibilities and records for the center.

The one-stop operator will not assist in the development, preparation and submission of local plan. It cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the local workforce development board. KWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

## Methods of Referrals

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Partners agree to develop, implement, and modify the processes, procedures, and forms necessary for the seamless referral of AJC customers. Parties agree to cross-train and/or cross-inform each other's staff on their policies, procedures and services. As appropriate, site visits, excursions, and joint training shall be available for appropriate staff.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Kauai American Job Center network,
- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers,

- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- ❖ Provide substantive referrals – in accordance with applicable KWDB Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

## Marketing

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The Parties to the MOU agree to work with the One-Stop Operator and assist in efforts regarding marketing/rebranding strategies to inform job seekers, employed individuals, employers, and the community at large about the services available through the AJC. Partners will abide by Section 121(e)(4) of WIOA which requires the Partners to use a common identifier on all products, programs, activities, services, electronic resources, facilitates, and related property and new materials. The State of Hawaii Workforce Development Council has established the unifying brand as the American Job Center of Hawaii, with the logo inclusive of the state name as detailed in the American Job Center Graphic Style Guide for Partners released by US Department of Labor.

# General Terms and Conditions

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## Accessibility

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Accessibility to the services provided by the AJC and all Partner agencies is essential to meeting the requirements and goals of the AJC network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law.

### ◆ Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### ◆ Virtual Accessibility

The KWDB will work with the State Workforce Development Council (State WDC) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the KWDB to post content through its website

### ◆ Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

### ◆ Programmatic Accessibility



All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

- ❖ Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law.
- ❖ Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.
- ❖ All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all.
- ❖ Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level.
- ❖ An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier.
- ❖ Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the American Job Center network.

## Confidentiality

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All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to

the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

## Data Sharing

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Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the KWDB's policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- ❖ Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.

- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ All data exchange activity will be conducted in machine readable format<sup>7</sup>, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## Outreach

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The KWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach plan to human resources professionals,
- ❖ An outreach and recruitment plan to job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ A plan for messaging to internal audiences,
- ❖ An outreach tool kit for Partners,
- ❖ Regular use of social media,
- ❖ Clear objectives and expected outcomes, and
- ❖ Leveraging of any statewide outreach materials relevant to the county.

## Priority of Service

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All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance.

Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

## Dispute Resolution

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The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the KWDB Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the KWDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- ❖ All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- ❖ Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the KWDB Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- ❖ The KWDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the KWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 3/4 majority consent of the Executive Committee members present.
- ❖ The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- ❖ The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- ❖ The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- ❖ The KWDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

## Monitoring

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The KWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## Non-Discrimination and Equal Opportunity

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All Parties to this MOU certify that they prohibit, and will continue to prohibit discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits based on:

- ❖ political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin;
- ❖ sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- ❖ the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## Indemnification

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All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the KWDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the KWDB or the one-stop operator.

## Severability

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If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

## Drug and Alcohol-free Workplace

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All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## Certification Regarding Lobbying

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All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

## Debarment and Suspension

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All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

## Buy American Provision

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Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301

through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

## Salary Compensation and Bonus Limitations

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Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 16-17, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2018; Final PY 2018 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2018, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

## Non-Assignment

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Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

## Governing Law

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This MOU will be construed, interpreted, and enforced according to the laws of the State of Hawaii. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

## Modification Process

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### 1. Notification

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

### 2. Discussion/Negotiation

Upon notification, the KWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties.

If the proposed modification is extensive and is met with opposition, the KWDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the KWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the KWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the KWDB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

### 3. Signatures

The KWDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document if the KWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.



## Termination

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This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- ❖ All Parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the KWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services

## Effective Period

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This MOU is entered into on **July 1, 2020**. This MOU will become effective as of the date of signing by the final signatory below and must terminate on **June 30, 2024**, unless any of the reasons in the Termination section above apply.

# One-Stop Operating Budget

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The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Kauai County American Job Center network. *The Parties to this MOU agree that **joint funding is a necessary foundation for an integrated service delivery system**.* The goal of the operating budget is to develop a funding mechanism that:

- ❖ Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area,
- ❖ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- ❖ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- ❖ Ensures that costs are appropriately shared by American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the high-standard American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- ❖ Infrastructure costs,
- ❖ Additional costs, and
- ❖ Shared operating costs or shared services.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and **reconciled on a quarterly basis against actual costs incurred and adjusted accordingly**. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Cost Category	Cost Item	
Infrastructure costs		\$47,810
Additional costs	not applicable	\$0
Shared operating costs	not applicable	\$0
	<b>TOTAL</b>	<b>\$47,810</b>

## Cost Allocation Methodology

All Parties of the American Job Center network were encouraged to physically co-locate in the American Job Center. The required partners have agreed to collocation at the specified commitment level:

### Partner On-Site Representation Schedule

Partner Program	# of Staff	Weekly Staff Hours
WIOA Adult, Dislocated Worker	1	40
Wagner-Peyser Employment Services	1	40
Workforce Development SCSEP	1	40
Workforce Development Division staff	1	40
• Senior Community Services Employment Program		
• Trade Adjustment Assistance		
• Employment Training Fund		
• Voluntary Internship Program		
• Reemployment Services Eligibility Assessment Program		
Division of Vocational Rehabilitation	1	TBD
<b>Kauai Economic Opportunity</b>	<b>1</b>	<b>TBD</b>
National Farmworker Jobs Program	1	TBD
Kauai Community College	1	TBD
WIOA Youth (Hale Opi'o)	1	TBD
Adult Education (McKinley)	1	TBD
Unemployment Insurance	1	TBD
County Life's Choices	2	80
County Agency on Elderly Affairs	1	40

All Partners in the Local Workforce Development Area are physically co-located in the one-stop center as stated in the above section, with the following exceptions:

- Job Corps Hawaii
- Jobs for Veterans State Grant
- Reentry Employment Opportunity
- YouthBuild
- Department of Human Services TANF 1 TBD
- Alu Like 1 TBD
- Family Self-Sufficiency 1 TBD
- 

Even if not physically co-located within the American Job Center, Partner customers use the American Job Center network to access services such as:

- Using resource room computers to file UI claims, conduct work searches, and communicate with off-site program staff
- Using resource room staff assistance for the above services and for general information

- Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities
- Obtaining labor market information
- Attending reemployment workshops
- Filing grievances or appeals, etc.

These services are utilized in direct benefit of Partner programs and in support thereof and will, therefore, be proportionately paid for.

Square footage was utilized to determine overall Partner contributions. This was done in an effort to remedy the imbalance of non-physically represented Partners and to comply with the requirement of Partners' use of the one-stop center and relative benefit received.

## Infrastructure Funding Agreement

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All Parties to this MOU and Infrastructure Funding Agreement (IFA) recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the American Job Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

**Refer to Exhibit A**

# Authority and Signature

## Page 1: Chief Elected Official and WDB Chair

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### CHIEF ELECTED OFFICIAL:



Derek Kawakami (Jun 17, 2020 07:18 HST)

DEREK S.K. KAWAKAMI  
Mayor, County of Kauai

Jun 17, 2020

Date

### WORKFORCE DEVELOPMENT BOARD CHAIR:



JACKIE KAINA  
A/Chair, Kauai County Workforce Development Board

Jun 16, 2020

Date

### RECOMMEND APPROVAL:



Nalani Brun (Jun 16, 2020 14:58 HST)

NALANI BRUN  
Director, Office of Economic Development

Jun 16, 2020

Date: \_\_\_\_\_

### APPROVAL AS TO FORM AND LEGALITY:



Deputy Corporation Counsel  
County of Kauai

Date: Jun 16, 2020

\_\_\_\_\_

# Authority and Signature

## Signature Page 2: AJC Network Partners

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► One completed, signed, and dated Authority and Signature page is required for each signatory official from each Partner.

By signing my name below, I, \_\_\_\_\_, certify  
(PRINT NAME)

that I have read the above information. My questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU
- The Infrastructure Funding Agreement (IFA), if applicable

By signing this document, I also certify that I have the legal authority to negotiate on behalf of my agency (outlined below) to the terms of this MOU.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In four years, or
- b) Upon amendment, modification, or termination, whichever occurs earlier:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Program(s)

EXHIBIT A  
Infrastructure Funding Details

# American Job Center MOU 2020

Final Audit Report

2020-06-17

Created:	2020-06-17
By:	Therilynn Martin-Haumea (tmhaumea@kauai.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAESmGs2HVrrE02fUON77XYB0exFWrq2wj

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